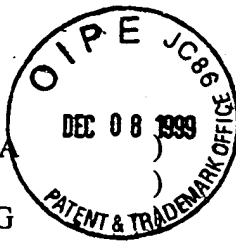


STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG



AFFIDAVIT

09/267,025

I, Patrick Henrietta, being duly sworn, hereby testify as follows:

1. I am an individual resident of Mecklenburg County, North Carolina, and Production Manager of Visual Technologies, Inc., a North Carolina corporation with its principle office and place of business at 10920 Southern Loop Blvd., Pineville, NC 28134. I am over the age of 18, under no disability or infirmity, and believe in the obligation of an oath. I have personal knowledge of the events set forth herein.
2. I gained my printing knowledge by working as a screenprinting apprentice for Avery, now known as Avery Dennison Corporation. Avery was under license from Contra Vision Ltd to manufacture Contra Vision<sup>™</sup> products. When Visual Technologies, Inc., was formed in 1990 by Linda Icard, I was offered a job as production supervisor and relocated to Charlotte, North Carolina.
3. Until August, 1993, our main production was of Contra Vision<sup>®</sup> unperforated one-way vision panels, involving exact registration methods of screenprinting.

4. I clearly recall Linda Icard advising me of the perforated ImagoImage™ product and discussing with her the potential problems of printing such products, including whether the perforated material would hold in place on a screenprinting press vacuum bed and the likely build-up of ink around the perimeter of each hole.

5. The Visual Technologies, Inc., Production Calendar extracts attached as Exhibit A are in my handwriting.

The August 10, 1993, "SVECIA - IMAGO SAMP'S" indicated that we were testing on our Svecia screenprinting press whether ImagoImage, Inc. perforated assembly samples could "pull a vacuum" on the "vacuum bed" of the press in spite of the perforation holes. This testing was required in order to assess whether we could print this type of perforated material on our printing presses, which require a substrate to be held firmly in place by a vacuum bed during the action of the print squeegee. The ImagoImage™ samples did not hold in place.

Linda Icard devised techniques to overcome the vacuum bed problem, by using self-wound tape applied to the perforated liner, to cover the perforation holes and so allow a vacuum bed to operate. Also, we devised a method of printing that specified particular ink viscosities as well as the correct mesh count and tensions of the screens. These screenprinting techniques allowed us to control the amount of ink being deposited on the top surface of the perforated assembly without it entering the perforation holes, so that the printed design could not be seen from the other side of the perforated

advertisement assembly. The August 25, 1993, note "SVECIA - PRODUCT DEVELOPMENT-IMAGO" referred to printing ImagoImage™ perforated assembly material on the Svecia screenprinting machine. The note "SHIP ARCOR ROLL/VINYL" referred to shipping of self-adhesive vinyl in roll form to the perforator, ARCOR. The August 26, 1993, note "SVECIA - FINISH IMAGO PRODUCT DEVELOPMENT" referred to the completion of my development program of the techniques required to print perforated self-adhesive vinyl assemblies, using our Svecia screenprinting machine. The entry "SHIP IMAGO SHTS. TO ARCOR" referred to shipping self-adhesive vinyl in sheet form to the perforator, ARCOR.

To produce further ImagoImage™ samples, I sometimes introduced some perforated sheets into Contra Vision® production runs, as indicated by the calendar item of September 8 "CVNA ORDER - PUT 6 SHTS IMAGO IN W/." "w/o 20<sup>th</sup> PRINT IMAGO" referred to the planned printing of the "Old Joe" image in the week beginning September 20, 1993.

The "Old Joe" perforated self-adhesive assemblies comprised:

- (i) a perforated clear, transparent vinyl facestock
- (ii) a clear, transparent perforated layer of pressure-sensitive adhesive
- (iii) a perforated release liner
- (iv) a non-perforated self-wound, self-adhesive paper backing layer

I printed the transparent vinyl facestock with the "Old Joe" image in reverse, followed by layers of white and black ink.

Right after the printing of the "Old Joe" assemblies was completed, I clearly recall this "Old Joe" product being demonstrated on the entrance door of our building by Ben Icard to Mr Sonny Lacey, a representative of Glover Advertising, Inc. This effectively launched the new clear perforated product onto the market and this was an exciting occasion for me and my production staff. I believe this date was probably September 28, 1993, or at the latest, September 29, 1993, because on September 27 and 28, we produced "Joe Cool" Joe Camel Contra Vision<sup>®</sup> unperforated products. See the September 27, 1993, entry "THIEME - PRINT 'JOE COOL' CAMEL" and the September 28, 1993, "FINISH 'JOE COOL.'" I believe that Sonny Lacey saw this Contra Vision<sup>®</sup> product before shipment.

The September 29, 1993, note "THIEME - RAIDERS IMAGO 12 SHTS 2UP 24 TOTAL" referred to the printing on our Thieme screenprinting machine of 24 "Raiders" perforated white-on-back self-adhesive vinyl assemblies. These comprised:

- (i) a perforated laminated facestock comprising a white vinyl layer laminated to a black vinyl layer,
- (ii) a clear, transparent perforated layer of pressure-sensitive adhesive,
- (iii) a perforated release liner,

- (iv) a non-perforated self-wound, self-adhesive paper backing layer.

I printed the exposed white vinyl surface with the "Raiders" image.

The calendar entry of October 4, 1993, "COKE PROTO IS COMING (WHEN?)" referred to the production of an ImagoImage Coca-Cola prototype as referred to in the letter of October 1 from Clear Choice Marketing, Inc. to Coca-Cola Fountain in Exhibit B. The subsequent note "10/4 - rcd ✓" indicates that, when I raised this with Ben Icard, we had already received the artwork to enable production.

"STATIC CLING PERFED - RUN SF 49<sup>ERS</sup>" referred to the printing of a San Francisco 49<sup>ERS</sup> design onto a static cling perforated assembly, comprising:

- (i) a perforated clear, transparent static cling vinyl facestock
- (ii) a perforated release liner
- (iii) a non-perforated self-wound, self-adhesive paper backing layer

I printed the transparent static cling vinyl with a San Francisco 49<sup>ERS</sup> design in reverse, followed by layers of white and black ink.

The October 8, 1993, entry "COKE/IMAGO TYPE II" referred to the printing of Coca-Cola prototype advertisement assemblies on clear, perforated self-adhesive vinyl for interior application, the same construction as the "Old Joe" assemblies. Type II was the term we used for interior application products. These were prototypes for Coca-Cola Fountain referred to in Ben Icard's letter of October 1, 1993, in Exhibit B, and I believe they were delivered to Ms Richman at Coca-Cola Fountain by Ben Icard during the week beginning Monday October 11, 1993, indicated in that letter.

The production calendar of October 14, 1993,

"THIEME

IMAGO COKE 25 SHTS INCL MKRDY

(1) 5 - EXTRA VALUE MEALS

(2) THE REST COKE"

referred to the printing on that day of further samples for Coca-Cola following inspection of the samples referred to above by Coca-Cola Fountain. This note meant that a total of 25 sheets of ImagoImage perforated adhesive assembly were printed on the THIEME screenprinting machine, 5 were for the image of "Extra Value Meal" and the remaining 20 sheets were for another standard Coca-Cola image. "INCL" means include. "MKRDY" means make ready. I believe samples of both images were shipped to arrive at Coca-Cola Fountain not later than October 17, 1993.

6. I subsequently supervised the screenprinting of many thousands of perforated self-adhesive assemblies with either a clear facestock for interior application or a white-on-black facestock for exterior application, before October 18, 1994. One such order was for a Gatorade advertisement, printed in January, 1994. This construction was similar to the "Old Joe" construction except that the non-perforated backing layer was a plastic film heat laminated to the perforated liner by Southern Prestige Inds., Inc.

7. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Paul H. [Signature]

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

Subscribed to and sworn before me, this the 11<sup>th</sup> day of November 1999

Sharon M. Gillis

My Commission Expires: My Commission Expires January 31, 2001